

APR 24 '57 148290

Chicago National Bank



120 SOUTH LA SALLE STREET CHICAGO 90 ILLINOIS FINANCIAL 6-2700

April 23, 1957

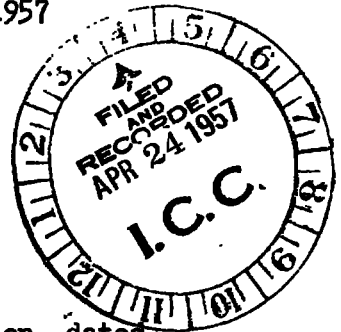
Mr. Harold D. McCoy, Secretary
Interstate Commerce Commission
Washington 25, D. C.

RECORDATION No. 1177
4/25/57

Dear Mr. McCoy:

(Filed pursuant to the
Provisions of Section 20e
Interstate Commerce Act)

Pursuant to the order of the Interstate Commerce Commission, dated July 28, 1952, as amended, prescribing rules and regulations for filing documents for recordation under the provisions of Section 20 (c) of the Interstate Commerce Act, there are transmitted herewith for recording with your commission three (3) counterpart originals of a chattel mortgage executed on behalf of Head-On Collision Line, Inc., as Mortgagor, and Chicago National Bank, as mortgagee dated April 22, 1957, pertaining to the 40 railroad cars described therein.



Names and addresses of the parties to the transaction are shown below:

MORTGAGOR: Head-On Collision Line, Inc.
1737 Howard Street
Chicago 26, Illinois

MORTGAGEE: Chicago National Bank
120 South LaSalle Street
Chicago 90, Illinois

The equipment covered by the chattel mortgage consists of 40 railroad tank cars bearing numbers as follows: HOCX 401 through 405, 660 through 669, and 800 through 824.

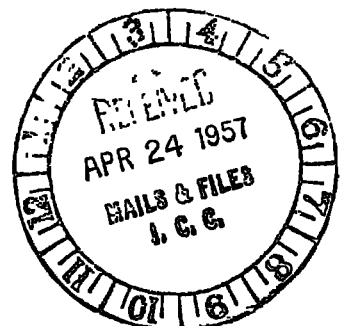
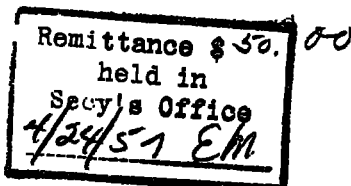
The aforesaid equipment has been leased to Thomas E. Snyder Sons Co. by the mortgagor.

Each unit will be marked with the words:

"PROPERTY OF HEAD-ON COLLISION LINE, INC., OWNER AND LESSOR."

"CHICAGO NATIONAL BANK, MORTGAGEE."

The individual units will be lettered "HOCX".



Chicago National Bank



120 SOUTH LASALLE STREET CHICAGO 90 ILLINOIS FINANCIAL 6-2700

-2-

Mr. Harold D. McCoy, Secretary
Interstate Commerce Commission
Washington 25, D. C.

After the chattel mortgage has been given a recordation number and the date and hour of recordation stamped thereon, I shall appreciate it if you will send me such information by collect telegram prior to your forwarding to me the original counterpart bearing such recording data.

Enclosed is a voucher draft in the amount of \$50.00, made payable to the Treasurer of the United States, to cover the recordation fee.

Yours very truly,

J. C. Macneil
Vice President



Interstate Commerce Commission

OFFICE OF THE SECRETARY

Washington 25

April 24, 1957

Mr. J. G. Moulding, V.P.,
Chicago National Bank,
120 South LaSalle St.,
Chicago 90, Ill.

Dear Sir:

The enclosed document was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, as amended, on **April 24, 1957** at **3:45 P.M.**, and assigned recordation number **1177**.

Respectfully,



Secretary.

Encl.

APR 24 '57 148290

(Filed pursuant to the
Provisions of Section 20a

Inc.,

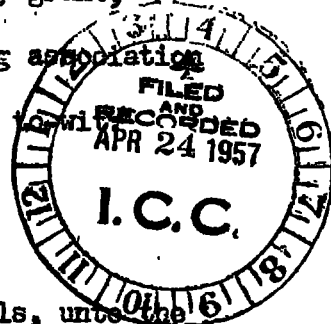
KNOW ALL MEN BY THESE PRESENTS that Head-On Collision Line, a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter sometimes called "Mortgagor") having its principal business office in Chicago in the County of Cook and State of Illinois, in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by CHICAGO NATIONAL BANK, a national banking association (hereinafter sometimes called "Mortgagee"), having its principal business office in Chicago in the County of Cook and State of Illinois, the receipt whereof is hereby acknowledged, does hereby grant, sell, convey and confirm unto the said Mortgagee (a national banking association as aforesaid) and to its assigns, the following goods and chattels,

Forty (40) railroad tank cars, lettered HOCK and numbered 401 through 405, 660 through 669, and 800 through 824.

TO HAVE AND TO HOLD ALL and singular the said goods and chattels, unto the said Mortgagee herein, and its assigns, to its and their sole use forever. And the Mortgagor herein for itself and for its successors, does hereby covenant to and with the said Mortgagee and its assigns, that said Mortgagor is lawfully possessed of the said goods and chattels, as of its own property; that the same are free from all encumbrances, and that it will, and its successors shall, warrant and defend the same to said Mortgagee and its assigns, against the lawful claims and demand of all persons.

PROVIDED, nevertheless, that if the said Mortgagor, its successors and assigns, shall well and truly pay unto the said Mortgagee or its assigns that note of even date herewith, dated at Chicago, Illinois, for the principal sum of \$325,000.00 signed by said Mortgagor and payable to the order of said Mortgagee, due in installments of \$200,000.00 on June 1, 1957, \$5,000.00 on July 1, 1957, and \$5,000.00 on the first day of each succeeding month until the entire principal amount shall have been paid, with interest at 5 % per annum, payable at the same time as principal payments are made, for value received, payable at the banking house of said Mortgagee, Chicago, Illinois, then this Mortgage is to be void, otherwise to remain in full force and effect.

AND PROVIDED, also that it shall be lawful for the said Mortgagor, its successors and assigns, to retain possession of the said goods and chattels, and at its own expense to keep and use the same, until it or its successors or assigns, shall make default in the payment of the said sum of money above specified in said note, either in principal or interest, at the time or times, and in the manner hereinbefore stated. AND the said Mortgagor hereby covenants



and agrees that in case default shall be made in the payment of the note aforesaid, or any part thereof, or in the interest thereon on the day or days respectively on which the same shall become due and payable: or if the Mortgagee or its assigns shall feel themselves insecure or unsafe, or shall fear diminution, or waste of said property: or, if the Mortgagor shall sell or assign or attempt to sell or assign the said goods and chattels or any interest therein: or if any writ or any distress warrant shall be levied on said goods and chattels or any part thereof, then, and in any or either of the aforesaid cases, all of said note and sum of money, both principal and interest, shall, at the election of the said Mortgagee or its assigns, without notice of said election to anyone, become at once due and payable: or without such election by said Mortgagee, the said Mortgagee or its assigns, or any of them, shall thereupon have the right to take immediate possession of said property, or any portion thereof, and, for that purpose, may pursue the same wherever said property may be found and may enter any of the premises of the Mortgagor with or without force or process of law, wherever the said goods and chattels may be or be supposed to be, whether in this County or State, or elsewhere, and search for the same, and, if found, to take possession of, keep and store the same till sold: or remove, and sell and dispose of said property, or any part thereof, at public auction, to the highest bidder, after giving three days' notice of the time, place and terms of sale, together with a description of the property to be sold, by notices posted up in three public places in the vicinity of such sale: or at private sale, with or without notice, for cash or on credit as the Mortgagee or its assigns, agents or attorneys, or any of them, may elect, and out of the money arising from such sale to retain all costs and charges for pursuing, searching for, taking, removing, keeping, storing, advertising and selling such goods and chattels, and all prior liens thereon, together with the amount due and unpaid upon said note rendering the surplus, if any remain, unto said mortgagor or its legal representatives.

The said Mortgagee hereby consents that the mortgaged property may be used, from time to time outside the County of Cook and State of Illinois.

IN TESTIMONY WHEREOF the said parties have caused these presents to be signed by their respective corporate officers and their respective corporate seals to be hereunto affixed this 22nd day of April, A.D. 1957.

(Seal) ATTEST:

Warren P. Snyder
Secretary

(Seal) ATTEST:

Leo B. Blaber Jr.
Assistant Cashier

HEAD ON COLLISION LINE, Inc.

By Ben Snyder
President

CHICAGO NATIONAL BANK

By J.C. Macey
Vice President

STATE OF ILLINOIS)
County of C O O K) ss.

I, FRANCES HURITZ, a Notary Public in and for and residing in the said County in the State aforesaid, do hereby certify that BEN SNYDER personally known to me to be the President of HEAD-ON COLLISION LINE ^{Inc.} and WARREN SNYDER personally known to me to be the Secretary of said corporation, whose names are subscribed to the within instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the seal of said corporation to be thereunto affixed, as their free and voluntary act and as the free and voluntary act and the deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 22ND day of APRIL, A.D., 1957.

Frances Huritz
Notary Public

STATE OF ILLINOIS)
COUNTY OF C O O K) ss.

I, FRANCES HURITZ, Notary Public in and for and residing in said County and State aforesaid, do hereby certify that J.C. MAULDING, personally known to me to be a Vice President of CHICAGO NATIONAL BANK, a national banking association, and, LEO B. BLABER JR., personally known to me to be an Assistant Cashier of said association, whose names are subscribed to the above instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Cashier they signed and delivered the said instrument as such officers of such association, and caused the seal of the association to be thereunto affixed, as their free and voluntary act and as the free and voluntary act of said association, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22ND day of APRIL, A.D., 1957.

Frances Huritz
Notary Public